

event that Morrell so terminates the Agreement, then Morrell shall forfeit its right to receive the Current Ledger Amount.

(c) (i) In the event that Producer terminates the Agreement pursuant to Section 8(d) (following the occurrence of an event of default by Morrell), then, (A) if the Current Ledger Amount is greater than zero, Morrell will pay such amount to Producer in cash, without interest, within thirty (30) days following the date of termination, or (B) if the Current Ledger Amount is less than zero, Producer will pay such amount to Morrell, in cash, without interest, in equal monthly installments over the remaining months of the term in effect immediately before such termination, subject to Producer's right to offset against such amount the damages, if any, to which Producer may be entitled under the Uniform Commercial Code.

(ii) In the event that Morrell terminates this Agreement pursuant to Section 8(b) (following the occurrence of an event of default by Producer), then, (A) if the Current Ledger Amount is less than zero, Producer will pay such amount to Morrell in cash, without interest, within thirty (30) days following the date of termination, or (B) if the Current Ledger Amount is greater than zero, Morrell will pay such amount to Producer, in cash, without interest, in equal monthly installments over the remaining months of the term in effect immediately before such termination, subject to Morrell's right to offset against such amount the damages, if any, to which Morrell may be entitled under the Uniform Commercial Code.

(iii) In the event that Morrell terminates this Agreement pursuant to Section 8(e) (following a permanent withdrawal by Morrell from the hog slaughter business in either Sioux Falls, South Dakota or Sioux City, Iowa), then, (A) if the Current Ledger Amount is greater than zero, Morrell will pay such amount to Producer in cash, without interest, within thirty (30) days following the date of termination, or (B) if the Current Ledger Amount is less than zero, Producer will pay such amount to Morrell, in cash, without interest, in equal monthly installments over the remaining months of the term in effect immediately before such termination.